

***The Board of Trustees  
of the  
School and Institutional Trust Lands Administration***

☒ *New Policy*   ☐ *Amends Policy No.*   ☐ *Repeals Policy No.*

*Policy Statement No. 96-05  
Cause No. 1*

*Subject: Access to Trust Lands  
For Hunting & Recreational  
Purposes*

***The Board of Trustees of the School and  
Institutional Trust Lands Administration met in open,  
public session on May 7, 1996 and by majority vote  
declares the following to be an official policy of the  
Board:***

The Board of Trustees supports the negotiation of an agreement between the Division of Wildlife Resources (*DWR*) and the School and Institutional Trust Lands Administration (*Administration*) concerning access by hunting and fishing licensees to school and institutional trust lands. The Board of Trustees recognizes that the DWR does not represent all public recreational users of trust lands, but believes that this agreement would represent a large step forward in the resolution of the access issue. The negotiated agreement shall be based upon the following principles:

1. The agreement shall grant access onto all school and institutional trust lands, except those specifically closed for other surface or mineral uses (as defined by the Director of the Administration), for all hunting and fishing licensees licensed by DWR during the appropriate season.
2. DWR pays the Administration \$200,000 per year, plus CPI increases in reasonable time increments after the first year, for the access rights, payable in cash or services beginning FY98.
3. The parties shall cooperate in seeking an additional general fund appropriation from the legislature for access to trust lands by the general public.
4. The agreement shall be for an initial term of ten (10) years.

5. The agreement shall preclude the issuance of Posted Hunting Units (PHU's) on school and institutional trust lands for its term.
6. The Administration shall pursue revenue from the development of recreational uses on trust lands, pursuant to management needs and direction, other than that proscribed in paragraph 5 above.
7. The agreement shall not, in any way, diminish or affect the Administration's ability to seek other temporary or permanent uses of the surface or mineral estate, nor otherwise affect or diminish the authority and jurisdiction of the Administration over any of the school and institutional trust lands, except as stated in paragraph 5 above.
8. The agreement shall not transfer any management or decision-making authority.
9. At a minimum, the conditions for termination of the agreement shall include nonpayment of the agreed sum by the time certain set forth in the agreement. Other conditions for termination may be included at management's discretion.